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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

CAPSOURCE, INC.,
STEPHEN J. BYRNE, and
GREGORY P. HERLEAN
Defendants.

Case No. 2:20-cv-02303-RFB-DJA

~~PROPOSED~~ ORDER APPOINTING
RECEIVER

As amended on pages 9 and 10.

WHEREAS this matter has come before this Court upon motion of the Plaintiff U.S. Securities and Exchange Commission (“SEC”) to appoint a receiver in the above-captioned action; and,

WHEREAS the Court finds that, based on the record in these proceedings, the appointment of a receiver in this action is necessary and appropriate for the purposes of marshaling and preserving all assets of the Defendant CapSource, Inc.; and,

WHEREAS this Court has subject matter jurisdiction over this action and personal jurisdiction over the Defendant, and venue properly lies in this district.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1 1. This Court hereby takes exclusive jurisdiction and possession of the assets, of
2 whatever kind and wherever situated, of CapSource Inc. (“Receivership Defendant”).

3 2. Until further Order of this Court, Geoff Winkler of American Fiduciary Services
4 LLC is hereby appointed to serve without bond as receiver (the “Receiver”) for the estates of the
5 Receivership Defendant.

6 **I. General Powers and Duties of Receiver**

7 3. The Receiver shall have all powers, authorities, rights and privileges heretofore
8 possessed by the officers, directors, managers and general and limited partners of the entity
9 Receivership Defendant under applicable state and federal law, by the governing charters, by-laws,
10 articles and/or agreements in addition to all powers and authority of a receiver at equity, and all
11 powers conferred upon a receiver by the provisions of 28 U.S.C. §§ 754, 959 and 1692, and
12 Fed.R.Civ.P. 66.

13 4. The trustees, directors, officers, managers, employees, investment advisors,
14 accountants, attorneys and other agents of the Receivership Defendant are hereby dismissed and the
15 powers of any general partners, directors and/or managers are hereby suspended. Such persons and
16 entities shall have no authority with respect to the Receivership Defendant’s operations or assets,
17 except to the extent as may hereafter be expressly granted by the Receiver. The Receiver shall
18 assume and control the operation of the Receivership Defendants and shall pursue and preserve all
19 of their claims.

20 5. No person holding or claiming any position of any sort with the Receivership
21 Defendant shall possess any authority to act by or on behalf of any of the Receivership Defendant.

22 6. Subject to the specific provisions in Sections II (Access to Information) through XIII
23 (fees, expenses, accountings), below, the Receiver shall have the following general powers and
24 duties:

25 A. To use reasonable efforts to determine the nature, location and value of all
26 property interests of the Receivership Defendant, including, but not limited
27 to, monies, funds, securities, credits, effects, goods, chattels, lands, premises,
28 leases, claims, rights and other assets, together with all rents, profits,
dividends, interest or other income attributable thereto, of whatever kind,
which the Receivership Defendant own, possess, have a beneficial interest in,
or control directly or indirectly (“Receivership Property” or, collectively, the

“Receivership Estates”);

- B. To take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Defendant; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto;
- C. To manage, control, operate and maintain the Receivership Estates and hold in his possession, custody and control all Receivership Property, pending further Order of this Court;
- D. To use Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging his duties as Receiver;
- E. To take any action which, prior to the entry of this Order, could have been taken by the officers, directors, partners, managers, trustees and agents of the Receivership Defendants;
- F. To engage and employ persons in his discretion to assist him in carrying out his duties and responsibilities hereunder, including, but not limited to, accountants, attorneys, securities traders, registered representatives, financial or business advisers, liquidating agents, real estate agents, forensic experts, brokers, traders or auctioneers;
- G. To take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation or concealment of Receivership Property;
- H. The Receiver is authorized to issue subpoenas for documents and testimony consistent with the Federal Rules of Civil Procedure;
- I. To bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging his duties as Receiver;
- J. To pursue, resist and defend all suits, actions, claims and demands which may now be pending or which may be brought by or asserted against the Receivership Estates; and,
- K. To take such other action as may be approved by this Court.

II. Access to Information

7. The past and/or present officers, directors, agents, managers, general and limited partners, trustees, attorneys, accountants and employees of the Receivership Defendant, as well as those acting in their place, are hereby ordered and directed to preserve and turn over to the Receiver

1 forthwith all paper and electronic information of, and/or relating to, the Receivership Defendants
2 and/or all Receivership Property; such information shall include but not be limited to books,
3 records, documents, accounts and all other instruments and papers.

4 8. Within thirty 35 days of the entry of this Order, the Receivership Defendant shall file
5 with the Court and serve upon the Receiver and the SEC a sworn statement and accounting, with
6 complete documentation, covering the period from January 1, 2014 to the present:

- 7 A. Of all Receivership Property, wherever located, held by or in the name of the
8 Receivership Defendant, or in which any of them, directly or indirectly, has
9 or had any beneficial interest, or over which any of them maintained or
10 maintains and/or exercised or exercises control, including, but not limited to:
11 (a) all securities, investments, funds, real estate, automobiles, jewelry and
12 other assets, stating the location of each; and (b) any and all accounts,
13 including all funds held in such accounts, with any bank, brokerage or other
14 financial institution held by, in the name of, or for the benefit of any of them,
15 directly or indirectly, or over which any of them maintained or maintains
16 and/or exercised or exercises any direct or indirect control, or in which any of
17 them had or has a direct or indirect beneficial interest, including the account
18 statements from each bank, brokerage or other financial institution;
- 19 B. Identifying every account at every bank, brokerage or other financial
20 institution: (a) over which Receivership Defendant has signatory authority;
21 and (b) opened by, in the name of, or for the benefit of, or used by, the
22 Receivership Defendant;
- 23 C. Identifying all credit, bank, charge, debit or other deferred payment card
24 issued to or used by Receivership Defendant, including but not limited to the
25 issuing institution, the card or account number(s), all persons or entities to
26 which a card was issued and/or with authority to use a card, the balance of
27 each account and/or card as of the most recent billing statement, and all
28 statements for the last twelve months;
- D. Of all assets received by Receivership Defendant from any person or entity,
including the value, location, and disposition of any assets so received;
- E. Of all funds received by the Receivership Defendant, and each of them, in
any way related, directly or indirectly, to the conduct alleged in the SEC's
complaint. The submission must clearly identify, among other things, all
investors, the securities they purchased, the date and amount of their
investments, and the current location of such funds;
- G. Of all expenditures exceeding \$1,000 made by any of them, including those
made on their behalf by any person or entity;
- H. Of all transfers of assets made by any of them; and

I. Of all bank records of EquiSource LLC.

9. Within 35 days of the entry of this Order, the Receivership Defendant shall provide to the Receiver and the SEC copies of the Receivership Defendant's federal income tax returns for **2014-2019** with all relevant and necessary underlying documentation.

10. The Receivership Defendant's past and/or present officers, directors, agents, attorneys, managers, shareholders, employees, accountants, debtors, creditors, managers and general and limited partners, and other appropriate persons or entities shall answer under oath to the Receiver all questions which the Receiver may put to them and produce all documents as required by the Receiver regarding the business of the Receivership Defendant, or any other matter relevant to the operation or administration of the receivership or the collection of funds due to the Receivership Defendant. In the event that the Receiver deems it necessary to require the appearance of the aforementioned persons or entities, the Receiver shall make its discovery requests in accordance with the Federal Rules of Civil Procedure.

11. The Receiver has the authority to issue subpoenas to compel testimony of persons or production of records, consistent with the Federal Rules of Civil Procedure and applicable Local Rules, except for the provisions of Fed. R. Civ. P. 26(d)(1), concerning any subject matter within the powers and duties granted by this Order.

12. The Receivership Defendant is required to assist the Receiver in fulfilling his duties and obligations. As such, it must respond promptly and truthfully to all requests for information and documents from the Receiver.

III. Access to Books, Records and Accounts

13. The Receiver is authorized to take immediate possession of all assets, bank accounts or other financial accounts, books and records and all other documents or instruments relating to the Receivership Defendant. All persons and entities having control, custody or possession of any Receivership Property are hereby directed to turn such property over to the Receiver.

14. The Receivership Defendant, as well as its agents, servants, employees, attorneys, any persons acting for or on behalf of the Receivership Defendant, and any persons receiving notice

of this Order by personal service, facsimile transmission or otherwise, having possession of the property, business, books, records, accounts or assets of the Receivership Defendant are hereby directed to deliver the same to the Receiver, his agents and/or employees.

15. All banks, brokerage firms, financial institutions, and other persons or entities which have possession, custody or control of any assets or funds held by, in the name of, or for the benefit of, directly or indirectly, and of the Receivership Defendant that receive actual notice of this Order by personal service, facsimile transmission or otherwise shall:

- A. Not liquidate, transfer, sell, convey or otherwise transfer any assets, securities, funds, or accounts in the name of or for the benefit of the Receivership Defendant except upon instructions from the Receiver;
- B. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without the permission of this Court;
- C. Within five (5) business days of receipt of that notice, file with the Court and serve on the Receiver and counsel for the Commission a certified statement setting forth, with respect to each such account or other asset, the balance in the account or description of the assets as of the close of business on the date of receipt of the notice; and,
- D. Cooperate expeditiously in providing information and transferring funds, assets and accounts to the Receiver or at the direction of the Receiver.

IV. Access to Real and Personal Property

16. The Receiver is authorized to take immediate possession of all personal property of the Receivership Defendant, wherever located, including but not limited to electronically stored information, computers, laptops, hard drives, external storage drives, and any other such memory, media or electronic storage devices, books, papers, data processing records, evidence of indebtedness, bank records and accounts, savings records and accounts, brokerage records and accounts, certificates of deposit, stocks, bonds, debentures, and other securities and investments, contracts, mortgages, furniture, office supplies and equipment.

17. The Receiver is authorized to take immediate possession of all real property of the Receivership Defendant, wherever located, including but not limited to all ownership and leasehold interests and fixtures. Upon receiving actual notice of this Order by personal service, facsimile transmission or otherwise, all persons other than law enforcement officials acting within the course

1 and scope of their official duties, are (without the express written permission of the Receiver)
2 prohibited from: (a) entering such premises; (b) removing anything from such premises; or, (c)
3 destroying, concealing or erasing anything on such premises.

4 18. In order to execute the express and implied terms of this Order, the Receiver is
5 authorized to change door locks to the premises described above. The Receiver shall have
6 exclusive control of the keys. The Receivership Defendant, or any other person acting or purporting
7 to act on its behalf, are ordered not to change the locks in any manner, nor to have duplicate keys
8 made, nor shall they have keys in their possession during the term of the receivership.

9 19. The Receiver is authorized to open all mail directed to or received by or at the
10 offices or post office boxes of the Receivership Defendant, and to inspect all mail opened prior to
11 the entry of this Order, to determine whether items or information therein fall within the mandates
12 of this Order.

13 **V. Notice to Third Parties**

14 20. The Receiver shall promptly give notice of his appointment to all known officers,
15 directors, agents, employees, shareholders, creditors, debtors, managers and general and limited
16 partners of the Receivership Defendant, as the Receiver deems necessary or advisable to effectuate
17 the operation of the receivership.

18 21. All persons and entities owing any obligation, debt, or distribution with respect to an
19 ownership interest to any Receivership Defendant shall, until further ordered by this Court, pay all
20 such obligations in accordance with the terms thereof to the Receiver and its receipt for such
21 payments shall have the same force and effect as if the Receivership Defendant had received such
22 payment.

23 22. In furtherance of his responsibilities in this matter, the Receiver is authorized to
24 communicate with, and/or serve this Order upon, any person, entity or government office that he
25 deems appropriate to inform them of the status of this matter and/or the financial condition of the
26 Receivership Estates. All government offices which maintain public files of security interests in
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1 real and personal property shall, consistent with such office's applicable procedures, record this
2 Order upon the request of the Receiver or the SEC.

3 23. The Receiver is authorized to instruct the United States Postmaster to hold and/or
4 reroute mail which is related, directly or indirectly, to the business, operations or activities of any of
5 the Receivership Defendants (the "Receiver's Mail"), including all mail addressed to, or for the
6 benefit of, the Receivership Defendants. The Postmaster shall not comply with, and shall
7 immediately report to the Receiver, any change of address or other instruction given by anyone
8 other than the Receiver concerning the Receiver's Mail. The Receivership Defendant shall not open
9 any of the Receiver's Mail and shall immediately turn over such mail, regardless of when received,
10 to the Receiver. Any mail appearing to contain privileged information, and/or any mail not falling
11 within the mandate of the Receiver, shall be released to the named addressee by the Receiver. The
12 foregoing instructions shall apply to any proprietor, whether individual or entity, of any private mail
13 box, depository, business or service, or mail courier or delivery service, hired, rented or used by the
14 Receivership Defendants. The Receivership Defendant shall not open a new mailbox, or take any
15 steps or make any arrangements to receive mail in contravention of this Order, whether through the
16 U.S. mail, a private mail depository or courier service.

17 24. Subject to payment for services provided, any entity furnishing water, electric,
18 telephone, sewage, garbage or trash removal services to the Receivership Defendant shall maintain
19 such service and transfer any such accounts to the Receiver unless instructed to the contrary by the
20 Receiver.

21 25. The Receiver is authorized to assert, prosecute and/or negotiate any claim under any
22 insurance policy held by or issued on behalf of the Receivership Defendant, or their officers,
23 directors, agents, employees or trustees, and to take any and all appropriate steps in connection with
24 such policies.

25 **VI. Injunction Against Interference with Receiver**

26 26. The Receivership Defendant and all persons receiving notice of this Order by
27 personal service, facsimile or otherwise, are hereby restrained and enjoined from directly or
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indirectly taking any action or causing any action to be taken, without the express written agreement of the Receiver, which would:

- A. Interfere with the Receiver's efforts to take control, possession, or management of any Receivership Property; such prohibited actions include but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Receivership Property;
- B. Hinder, obstruct or otherwise interfere with the Receiver in the performance of his duties; such prohibited actions include but are not limited to, concealing, destroying or altering records or information;
- C. Dissipate or otherwise diminish the value of any Receivership Property; such prohibited actions include but are not limited to, releasing claims or disposing, transferring, exchanging, assigning or in any way conveying any Receivership Property, enforcing judgments, assessments or claims against any Receivership Property or the Receivership Defendant, attempting to modify, cancel, terminate, call, extinguish, revoke or accelerate (the due date), of any lease, loan, mortgage, indebtedness, security agreement or other agreement executed by the Receivership Defendant or which otherwise affects any Receivership Property; or,
- D. Interfere with or harass the Receiver, or interfere in any manner with the exclusive jurisdiction of this Court over the Receivership Estates.

27. The Receivership Defendant shall cooperate with and assist the Receiver in the performance of his duties.

28. The Receiver shall promptly notify the Court and SEC counsel of any failure or apparent failure of any person or entity to comply in any way with the terms of this Order.

VII. Stay of Litigation

29. As set forth in detail below, all persons are stayed from commencing, prosecuting or continuing the following proceedings, excluding the instant proceeding and all police or regulatory actions and actions of the Commissioner related to the above-captioned enforcement action, ~~are stayed~~ until further Order of this Court:

All civil legal proceedings of any nature, including, but not limited to, bankruptcy proceedings, arbitration proceedings, foreclosure actions, default proceedings, or other actions of any nature involving: (a) the Receiver, in his capacity as Receiver; (b) any Receivership Property, wherever located; (c) any of the Receivership Defendants, including subsidiaries and partnerships; or, (d) any of the Receivership Defendants' past or present officers, directors, managers, agents, or general or limited partners sued for, or in connection with, any action taken by them while acting in such capacity of any nature, whether as plaintiff, defendant, third-party

1 plaintiff, third-party defendant, or otherwise (such proceedings are hereinafter
2 referred to as “Ancillary Proceedings”).

3 30. The parties to any and all Ancillary Proceedings are enjoined from commencing or
4 continuing any such legal proceeding, or from taking any action, in connection with any such
5 proceeding, including, but not limited to, the issuance or employment of process.

6 31. ~~All Ancillary Proceedings are stayed in their entirety, and all Courts having any~~
7 ~~jurisdiction thereof are enjoined from taking or permitting any action until further Order of this~~
8 ~~Court.~~ Further, as to a cause of action accrued or accruing in favor of one or more of the
9 Receivership Defendants against a third person or party, any applicable statute of limitation is tolled
10 during the period in which this injunction against commencement of legal proceedings is in effect as
11 to that cause of action.

12 **VIII. Managing Assets**

13 32. For the Receivership Estate, the Receiver shall establish one or more custodial
14 accounts at a federally insured bank to receive and hold all cash equivalent Receivership Property
15 (the “Receivership Funds”).

16 33. The Receiver’s deposit account shall be entitled “Receiver’s Account, Estate of
17 CapSource, Inc.” together with the name of the action.

18 34. The Receiver may, without further Order of this Court, transfer, compromise, or
19 otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of
20 business, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate,
21 and with due regard to the realization of the true and proper value of such Receivership Property.

22 35. Subject to Paragraph 36, immediately below, the Receiver is authorized to locate, list
23 for sale or lease, engage a broker for sale or lease, cause the sale or lease, and take all necessary and
24 reasonable actions to cause the sale or lease of all real property in the Receivership Estate, either at
25 public or private sale, on terms and in the manner the Receiver deems most beneficial to the
26 Receivership Estate, and with due regard to the realization of the true and proper value of such real
27 property.
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1 36. Upon further Order of this Court, pursuant to such procedures as may be required by
2 this Court and additional authority such as 28 U.S.C. §§ 2001 and 2004, the Receiver will be
3 authorized to sell, and transfer clear title to, all real property in the Receivership Estate.

4 37. The Receiver is authorized to take all actions to manage, maintain, and/or wind-
5 down business operations of the Receivership Estate, including making legally required payments to
6 creditors, employees, and agents of the Receivership Estate and communicating with vendors,
7 investors, governmental and regulatory authorities, and others, as appropriate.

8 38. The Receiver shall take all necessary steps to enable the Receivership Funds to
9 obtain and maintain the status of a taxable "Settlement Fund," within the meaning of Section 468B
10 of the Internal Revenue Code and of the regulations.

11 **IX. Investigate and Prosecute Claims**

12 39. Subject to the requirement, in Section VII (Injunction Against Interference with
13 Receiver) above, that leave of this Court is required to resume or commence certain litigation, the
14 Receiver is authorized, empowered and directed to investigate, prosecute, defend, intervene in or
15 otherwise participate in, compromise, and/or adjust actions in any state, federal or foreign court or
16 proceeding of any kind as may in his discretion, and in consultation with SEC counsel, be advisable
17 or proper to recover and/or conserve Receivership Property.

18 40. Subject to his obligation to expend receivership funds in a reasonable and cost-
19 effective manner, the Receiver is authorized, empowered and directed to investigate the manner in
20 which the financial and business affairs of the Receivership Defendant were conducted and (after
21 obtaining leave of this Court) to institute such actions and legal proceedings, for the benefit and on
22 behalf of the Receivership Estate, as the Receiver deems necessary and appropriate; the Receiver
23 may seek, among other legal and equitable relief, the imposition of constructive trusts,
24 disgorgement of profits, asset turnover, avoidance of fraudulent transfers, rescission and restitution,
25 collection of debts, and such other relief from this Court as may be necessary to enforce this Order.

26 41. The Receiver hereby holds, and is therefore empowered to waive, all privileges,
27 including the attorney-client privilege, held by all entity Receivership Defendants.
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48. In the event the Receiver decides to resign, the Receiver shall first give written notice to the SEC's counsel of record and the Court of its intention, and the resignation shall not be effective until the Court appoints a successor. The Receiver shall then follow such instructions as the Court may provide.

XII. Recommendations and Reports

49. The Receiver is authorized, empowered and directed to develop a plan for the fair, reasonable, and efficient recovery and liquidation of all remaining, recovered, and recoverable Receivership Property (the "Liquidation Plan").

50. Within thirty (30) days after the end of each calendar quarter, the Receiver shall file and serve a full report and accounting of the Receivership Estate (the "Quarterly Status Report"), reflecting (to the best of the Receiver's knowledge as of the period covered by the report) the existence, value, and location of all Receivership Property, and of the extent of liabilities, both those claimed to exist by others and those the Receiver believes to be legal obligations of the Receivership Estate.

51. The Quarterly Status Report shall contain the following:

- A. A summary of the operations of the Receiver;
- B. The amount of cash on hand, the amount and nature of accrued administrative expenses, and the amount of unencumbered funds in the estate;
- C. A schedule of all the Receiver's receipts and disbursements (attached as Exhibit A to the Quarterly Status Report), with one column for the quarterly period covered and a second column for the entire duration of the receivership;
- D. A description of all known Receivership Property, including approximate or actual valuations, anticipated or proposed dispositions, and reasons for retaining assets where no disposition is intended;
- E. A description of liquidated and unliquidated claims held by the Receivership Estate, including the need for forensic and/or investigatory resources; approximate valuations of claims; and anticipated or proposed methods of enforcing such claims (including likelihood of success in: (i) reducing the claims to judgment; and, (ii) collecting such judgments);
- F. A list of all known creditors with their addresses and the amounts of their claims;

1 G. The status of Creditor Claims Proceedings, after such proceedings have been
2 commenced; and,

3 H. The Receiver's recommendations for a continuation or discontinuation of the
4 receivership and the reasons for the recommendations.

5 52. On the request of the SEC, the Receiver shall provide the SEC with any
6 documentation that the SEC deems necessary to meet its reporting requirements, that is mandated
7 by statute or Congress, or that is otherwise necessary to further the SEC's mission.

8 **XIII. Fees, Expenses and Accountings**

9 53. Subject to Paragraphs 54—60 immediately below, the Receiver need not obtain
10 Court approval prior to the disbursement of Receivership Funds for expenses in the ordinary course
11 of the administration and operation of the receivership. Further, prior Court approval is not required
12 for payments of applicable federal, state or local taxes.

13 54. Subject to Paragraph 55 immediately below, the Receiver is authorized to solicit
14 persons and entities ("Retained Personnel") to assist him in carrying out the duties and
15 responsibilities described in this Order. With the exception of the Receiver's own internal staff, the
16 Receiver shall not engage any Retained Personnel without first obtaining an Order of the Court
17 authorizing such engagement.

18 55. The Receiver and Retained Personnel are entitled to reasonable compensation and
19 expense reimbursement from the Receivership Estate as described in the "Billing Instructions for
20 Receivers in Civil Actions Commenced by the U.S. Securities and Exchange Commission" (the
21 "Billing Instructions") agreed to by the Receiver. Such compensation shall require the prior
22 approval of the Court.

23 56. Within forty-five (45) days after the end of each calendar quarter, the Receiver and
24 Retained Personnel shall apply to the Court for compensation and expense reimbursement from the
25 Receivership Estates (the "Quarterly Fee Applications"). At least thirty (30) days prior to filing
26 each Quarterly Fee Application with the Court, the Receiver will serve upon counsel for the SEC a
27 complete copy of the proposed Application, together with all exhibits and relevant billing
28 information in a format to be provided by SEC staff.

1 57. All Quarterly Fee Applications will be interim and will be subject to cost benefit and
2 final reviews at the close of the receivership. At the close of the receivership, the Receiver will file
3 a final fee application, describing in detail the costs and benefits associated with all litigation and
4 other actions pursued by the Receiver during the course of the receivership.

5 58. Quarterly Fee Applications may be subject to a holdback in the amount of 20% of
6 the amount of fees and expenses for each application filed with the Court. The total amounts held
7 back during the course of the receivership will be paid out at the discretion of the Court as part of
8 the final fee application submitted at the close of the receivership.

9 59. Each Quarterly Fee Application shall:

- 10 A. Comply with the terms of the Billing Instructions agreed to by the Receiver;
11 and,
12 B. Contain representations (in addition to the Certification required by the
13 Billing Instructions) that: (i) the fees and expenses included therein were
14 incurred in the best interests of the Receivership Estate; and, (ii) with the
15 exception of the Billing Instructions, the Receiver has not entered into any
16 agreement, written or oral, express or implied, with any person or entity
17 concerning the amount of compensation paid or to be paid from the
18 Receivership Estate, or any sharing thereof.

19 60. At the close of the Receivership, the Receiver shall submit a Final Accounting, in a
20 format to be provided by SEC staff, as well as the Receiver's final application for compensation and
21 expense reimbursement.
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23 IT IS SO ORDERED as amended by the Court on pages 9 and 10.

24 DATED this 26th day of August, 2022.

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DANIEL J. ALBREGTS
UNITED STATES MAGISTRATE JUDGE